

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

CNH Industrial Capital America LLC,

Plaintiff,

v.

Richland Farms Partnership, Richland Farms,
Inc., Richland Eggs, Inc., Randy Sixta, and
Lisa Sixta,

Defendants.

Case No.: 18-CV-02537-PJS-DTS

**FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER FOR SEIZURE AND
DELIVERY OF PROPERTY**

This matter came before the Court on November 1, 2018, on Plaintiff's Motion for Claim and Delivery pursuant to Minnesota Statute Section 565.23. Benjamin J. Court of Stinson Leonard Street LLP appeared on behalf of Plaintiff. Counsel for Defendants was not present. Based on a review of the file, record, and proceedings herein, the Court grants the motion.

FINDINGS OF FACT

1. Defendants were served with the Summons and Complaint on September 10, 2018 by personal service.

2. Plaintiff CNH Industrial Capital America LLC ("CNH") owns certain equipment (the "Equipment") currently in the possession of defendants Richland Farms Partnership ("RFP"), Richland Farms, Inc. ("RFI"), and Richland Eggs, Inc. ("REI"; collectively, RFP, RFI, and REI are "Richland") pursuant to the terms of certain lease agreements (the "Leases"), as more specifically set out in Plaintiff's Complaint.

3. CNH also financed the purchase of certain equipment (the "Collateral") by Richland by virtue of certain retail installment contract (the "Installment Contract"), as more specifically set out in Plaintiff's Complaint.

4. Richland currently possesses the following Equipment that is owned by CNH and is the subject of the Leases:

Make	Model	Serial Number	Value
Case IH Steiger Tractor	620 Q	ZEF301355	\$237,530.00
Case IH Steiger Tractor	620	ZEF301645	\$234,830.00
Case IH Steiger Tractor	620 TR	ZEF303163	\$252,427.00
Case IH Maxxum Tractor	140	ZEBE17639	\$66,998.00*
Case IH L700 Series Loaders	L755	YDWLJ5308	*Included in Above
Case Sieger Tractor	620 TR	ZEF300341	\$231,830.00
Case IH Magnum Tractor	340	ZFRF05401	\$200,695.00

5. Richland further possesses the following Collateral that is the subject of the Installment Contracts and is pledged by Richland to CNH as collateral pursuant those agreements:

Make	Model	Serial Number	Value
Case Skid Steers	TV380T4A	NDM463817	\$31,022.00
Case Excavator	CX210	NBSAH3563	\$110,500.00
Case IH S.P. Sprayer	SPX 4430	YDT036310	\$135,568.00
Elmer's Transfer Tracks	L755	TT-32414381	\$15,401.00
Elmer's Transfer Tracks	L755	TT-32414379	\$15,401.00
Case IH Field Cultivator	875	YFD080682	\$53,000.00
Case IH Combine	9240	YGG230961	\$267,133.00

6. CNH initiated this action against Richland for breaches of their obligations under the Leases and Installment Contracts.

7. Richland's failures to pay amounts when due as alleged in the Complaint constitute breaches of the Leases and Installment Contracts.

8. Richland has failed to establish a meritorious defense to its alleged breaches.

9. The terms of the Leases and Installment Contracts provide that, on a breach of any of those agreements, CNH is entitled to possession of the Equipment and Collateral.

CONCLUSIONS OF LAW

10. The Summons and Complaint were properly served on defendants pursuant to Fed. R. Civ. P. 4.

11. CNH has complied with and met its burden of proof under Minnesota Statute Section 565.23, et seq. to support the issuance of an order for seizure and delivery of property.

12. Probable cause exists that the Equipment and Collateral are being stored at 1229 190th Avenue, Lake Benton, Minnesota 56149.

13. There is a likelihood that CNH will prevail on its claims that Richland defaulted on its obligations under the Leases and Installment Contracts and that Richland's failure to pay amounts when due constitutes breaches of those contracts, entitling CNH to take immediate possession of the Equipment and Collateral.

14. CNH will be irreparably harmed if the order for seizure and delivery of property is not issued, including, but not limited to, the wear, sale, transfer, or other damage to the Equipment and Collateral, and Richland continues to use the Equipment and Collateral without compensating CNH.

15. By contrast, issuance of the order will not cause undue harm to Richland because they have defaulted on their obligations under the Leases and Installment Contracts with CNH and have no right to continued possession of the Equipment and Collateral.

Accordingly, IT IS HEREBY ORDERED that:

16. The Equipment and Collateral comprises and consists of:

Make	Model	Serial Number
Case IH Steiger Tractor	620 Q	ZEF301355
Case IH Steiger Tractor	620	ZEF301645
Case IH Steiger Tractor	620 TR	ZEF303163
Case IH Maxxum Tractor	140	ZEBE17639
Case IH L700 Series Loaders	L755	YDWLJ5308
Case Sieger Tractor	620 TR	ZEF300341
Case IH Magnum Tractor	340	ZFRF05401
Case Skid Steers	TV380T4A	NDM463817
Case Excavator	CX210	NBSAH3563
Case IH S.P. Sprayer	SPX 4430	YDT036310
Elmer's Transfer Tracks	L755	TT-32414381
Elmer's Transfer Tracks	L755	TT-32414379
Case IH Field Cultivator	875	YFD080682
Case IH Combine	9240	YGG230961

17. Richland shall surrender the Equipment and Collateral to CNH's agent or to law enforcement, either of whom is hereby directed to take immediate possession of the Equipment and Collateral and deliver it to CNH.

18. If Richland does not surrender the Equipment and Collateral to law enforcement, law enforcement shall enter the premises at 1229 190th Avenue, Lake Benton, Minnesota 56149, demand Richland disclose the location of the Equipment and Collateral, take immediate possession of the Equipment and Collateral, and deliver it to CNH.

19. Richland shall cooperate with law enforcement and CNH's agent and timely surrender possession of the Equipment and Collateral upon the arrival of law enforcement or CNH's agent.

20. If the Equipment or Collateral is concealed in a building or elsewhere, and a public demand made by law enforcement for its delivery is refused or there is no response, law enforcement shall cause the building or enclosure to be broken open and shall take the property therefrom.

21. CNH is authorized to immediately sell or otherwise dispose of the Equipment and Collateral pending final hearing on the merits.

22. CNH shall not be required to post a bond.

23. **EXECUTION OF THIS ORDER IS STAYED UNTIL NOVEMBER 11, 2018.**

Dated: November 5, 2018

s/ David T. Schultz
Hon. David T. Schultz
United States Magistrate Judge